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**SUBSTITUTE HOUSE BILL 1610**

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**State of Washington                      52nd Legislature                      1991 Regular Session**

**By** House Committee on Housing (originally sponsored by Representatives Leonard, Winsley, Franklin and Nelson).

Read first time March 6, 1991.

1            AN ACT Relating to the mobile home landlord-tenant act; amending  
2 RCW 59.20.080 and 59.20.090; adding new sections to chapter 59.20 RCW;  
3 and prescribing penalties.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5            NEW SECTION.    **Sec. 1.**            (1)    Rules    and    regulations    are  
6 enforceable against a tenant only if:

7            (a) Their purpose is to promote the convenience, safety or welfare  
8 of the residents, protect and preserve the premises from abusive use,  
9 or make a fair distribution of services and facilities made available  
10 for the tenants generally;

11            (b) They are reasonably related to the purpose for which they are  
12 adopted;

13            (c) They apply to all tenants in a fair manner;

14            (d) They are not for the purpose of evading an obligation of  
15 the landlord;

1 (e) They are not retaliatory or discriminatory in nature; and

2 (f) They are sufficiently explicit in prohibition, direction,  
3 or limitation of the tenants' conduct to fairly inform the tenants of  
4 what the tenants must do to comply.

5 (2) At least thirty days' written notice must be provided to all  
6 tenants in the mobile home park before any changes, additions,  
7 deletions, or amendments to the rules and regulations can become  
8 effective unless the tenants consent.

9 NEW SECTION. **Sec. 2.** If the tenant fails to comply with RCW  
10 59.20.140, and the noncompliance can substantially affect the health  
11 and safety of the tenant or other tenants, or substantially increase  
12 the hazards of fire or accident that can be remedied by repair,  
13 replacement of a damaged item, or cleaning, the tenant shall comply  
14 within fifteen days after the sending of written notice by the landlord  
15 specifying the noncompliance, or, in the case of emergency as promptly  
16 as conditions require. If the tenant fails to remedy the condition in  
17 noncompliance within that period the landlord may enter the mobile home  
18 lot and cause the work to be done in a skillful manner, and submit an  
19 itemized bill of the actual and reasonable cost of repair. The bill  
20 may be made payable on the next date when periodic rent is due, or on  
21 terms that are mutually agreed to by the landlord and tenant, or  
22 immediately if the tenancy is terminated.

23 NEW SECTION. **Sec. 3.** A tenant may not sublet or assign his or  
24 her tenancy in the mobile home park without the express written consent  
25 of the landlord unless a greater right is conferred in the rental  
26 agreement. The landlord shall approve or disapprove of the subletting  
27 or the assignment on the same basis that the landlord approves or  
28 disapproves of any new tenant. Notice of approval or disapproval shall

1 be given in writing within five working days of receiving a written  
2 request from the tenant. The landlord may not unreasonably withhold  
3 consent. Transfers of rental agreements when the tenant sells or  
4 transfers title of the mobile home are governed by RCW 59.20.073.

5 NEW SECTION. **Sec. 4.** (1) If a court finds as a matter of law  
6 that:

7 (a) A rental agreement, or any clause of it, was unconscionable at  
8 the time it was made, it may refuse to enforce the rental agreement or  
9 it may enforce the remainder of the rental agreement without the  
10 unconscionable clause. The court may also limit the application of the  
11 unconscionable clause to avoid any unconscionable result.

12 (b) A settlement in which a party waives or agrees to forego a  
13 claim or right under this chapter or under the rental agreement was  
14 unconscionable at the time it was made, the court may refuse to enforce  
15 the settlement, or it may enforce the remainder of the settlement  
16 without the unconscionable provision. The court may also limit the  
17 application of any unconscionable provision to avoid an unconscionable  
18 result.

19 (2) When it is claimed or appears to the court that the rental  
20 agreement or settlement, or any clause of it, may be unconscionable,  
21 the parties shall be afforded an opportunity to present evidence as to  
22 the setting, purpose, and effect to aid the court in making its  
23 determination.

24 NEW SECTION. **Sec. 5.** If a landlord intentionally causes the  
25 termination or interruption of any tenant's utility services, including  
26 water, heat, electricity, or gas, except when an interruption of a  
27 reasonable duration is required to make necessary repairs, then the  
28 tenant may require the restoration of the utility services or terminate

1 the rental agreement, and in either case maintain an action for  
2 damages. Damages shall be the actual damages sustained, and up to one  
3 hundred dollars for each day or part thereof the tenant is deprived of  
4 any utility service.

5 A landlord shall give the tenants at least twenty-four hours'  
6 notice in writing whenever possible when planned repairs of a utility  
7 service which the mobile home park provides will cause an interruption  
8 of the utility service.

9 It shall be unlawful for a tenant to intentionally cause the  
10 termination or interruption of utility services provided by the  
11 landlord, including water, heat, electricity, or gas, excepting as  
12 resulting from the normal occupancy of the premises. If a tenant  
13 intentionally causes the termination or interruption of utility  
14 services in violation of this section, the tenant shall be liable for  
15 any actual damages sustained, and up to one hundred dollars for each  
16 day or part thereof that the utility services are unavailable.

17 NEW SECTION. **Sec. 6.** (1) If a landlord uses a rental  
18 agreement containing provisions known by the landlord to be prohibited  
19 under RCW 59.20.060(2), then the tenant may recover actual damages  
20 sustained or one hundred dollars, whichever is greater.

21 (2) If a landlord violates the right of entry provided in RCW  
22 59.20.130(7), after receiving notice from the tenant in writing of a  
23 violation of this right, then the tenant may recover actual damages or  
24 one hundred dollars, whichever is greater, for each violation.

25 (3) If a landlord retaliates against a tenant in violation of RCW  
26 59.20.070(4), a court in its discretion may award an amount not to  
27 exceed five hundred dollars for each violation in addition to actual  
28 damages sustained.

1 (4) If a landlord violates other provisions of RCW 59.20.070, then  
2 the tenant may recover actual damages or one hundred dollars, whichever  
3 is greater, for each violation.

4 (5) A tenant may recover his or her actual damages when the  
5 landlord violates other provisions of this chapter.

6 NEW SECTION. **Sec. 7.** Any person who violates the terms of a  
7 restraining order or an injunction issued by a court to prevent  
8 violations of this chapter, or any of the terms of an assurance of  
9 voluntary compliance duly filed in court, shall pay to the court a  
10 civil penalty not to exceed one thousand dollars for each violation.  
11 For the purposes of this section, the court issuing the restraining  
12 order or injunction, or in which an assurance of voluntary compliance  
13 is filed, shall retain jurisdiction over the action.

14 NEW SECTION. **Sec. 8.** The attorney general may bring an action  
15 in the name of the state against any person to restrain and prevent the  
16 doing of any act prohibited or declared to be unlawful in this chapter.  
17 The prevailing party may, in the discretion of the court, recover the  
18 costs of the action including a reasonable attorney's fee.

19 **Sec. 9.** RCW 59.20.080 and 1989 c 201 s 12 are each amended to read  
20 as follows:

21 (1) (~~Except as provided in subsection (2) of this section, the~~)  
22 A landlord shall not terminate a tenancy, of whatever duration except  
23 for one or more of the following reasons:

24 (a) Substantial violation, or repeated or periodic violations of  
25 the rules of the mobile home park as established by the landlord at the  
26 inception of the tenancy or as assumed subsequently with the consent of  
27 the tenant or for violation of the tenant's duties as provided in RCW

1 59.20.140. The tenant shall be given written notice to cease the rule  
2 violation immediately. The notice shall state that failure to cease  
3 the violation of the rule or any subsequent violation of that or any  
4 other rule shall result in termination of the tenancy, and that the  
5 tenant shall vacate the premises within fifteen days: PROVIDED, That  
6 for a periodic violation the notice shall also specify that repetition  
7 of the same violation shall result in termination: PROVIDED FURTHER,  
8 That in the case of a violation of a "material change" in park rules  
9 with respect to pets, tenants with minor children living with them, or  
10 recreational facilities, the tenant shall be given written notice under  
11 this chapter of a six month period in which to comply or vacate;

12 (b) Nonpayment of rent or other charges specified in the rental  
13 agreement, upon five days written notice to pay rent and/or other  
14 charges or to vacate;

15 (c) Conviction of the tenant of a crime, commission of which  
16 threatens the health, safety, or welfare of the other mobile home park  
17 tenants. The tenant shall be given written notice of a fifteen day  
18 period in which to vacate;

19 (d) Failure of the tenant to comply with local ordinances and state  
20 laws and regulations relating to mobile homes or mobile home living  
21 within a reasonable time after the tenant's receipt of notice of such  
22 noncompliance from the appropriate governmental agency;

23 (e) Change of land use of the mobile home park including, but not  
24 limited to, conversion to a use other than for mobile homes or  
25 conversion of the mobile home park to a mobile home park cooperative or  
26 mobile home park subdivision: PROVIDED, That the landlord shall give  
27 the tenants twelve months' notice in advance of the effective date of  
28 such change, except that for the period of six months following April  
29 28, 1989, the landlord shall give the tenants eighteen months' notice  
30 in advance of the proposed effective date of such change;

1 (f) Engaging in "drug-related activity." "Drug-related activity"  
2 means that activity which constitutes a violation of chapter 69.41,  
3 69.50, or 69.52 RCW. A park owner seeking to evict a tenant pursuant  
4 to this subsection need not produce evidence of a criminal conviction,  
5 even if the alleged misconduct constitutes a criminal offense. Notice  
6 from a law enforcement agency of drug activity pursuant to RCW  
7 59.20.155 shall constitute sufficient grounds, but not the only  
8 grounds, for an eviction under this subsection. If drug-related  
9 activity is alleged to be a basis of termination, the park owner may  
10 proceed directly to an unlawful detainer action; or

11 (g) The tenant's application for tenancy contained a material  
12 misstatement which induced the park owner to approve the tenant as a  
13 resident of the park, and the park owner discovers and acts upon the  
14 misstatement within one year of the time the resident began paying  
15 rent.

16 (2) ~~((A landlord may terminate any tenancy without cause. Such~~  
17 ~~termination shall be effective twelve months from the date the landlord~~  
18 ~~serves notice of termination upon the tenant or at the end of the~~  
19 ~~current tenancy, whichever is later: PROVIDED, That a landlord shall~~  
20 ~~not terminate a tenancy for any reason or basis which is prohibited~~  
21 ~~under RCW 59.20.070 (3) or (4) or is intended to circumvent the~~  
22 ~~provisions of (1)(e) of this section.~~

23 (3)) Within five days of a notice of eviction as required by  
24 subsection (1)(a) ~~((or (2))~~) of this section, the landlord and tenant  
25 shall submit any dispute ~~((, including the decision to terminate the~~  
26 ~~tenancy without cause,))~~ to mediation. The parties may agree in  
27 writing to mediation by an independent third party or through industry  
28 mediation procedures. If the parties cannot agree, then mediation  
29 shall be through industry mediation procedures. A duty is imposed upon  
30 both parties to participate in the mediation process in good faith for

1 a period of ten days for an eviction under subsection (1)(a) of this  
2 section(~~(, or for a period of thirty days for an eviction under~~  
3 ~~subsection (2) of this section)~~). It is a defense to an eviction under  
4 subsection (1)(a) (~~(or (2))~~) of this section that a landlord did not  
5 participate in the mediation process in good faith.

6 **Sec. 10.** RCW 59.20.090 and 1980 c 152 s 2 are each amended to read  
7 as follows:

8 (1) Unless otherwise agreed rental agreements shall be for a term  
9 of one year. Any rental agreement of whatever duration shall be  
10 automatically renewed for the term of the original rental agreement,  
11 unless(~~(:~~

12 ~~(a)) a different specified term is agreed upon(~~(: or~~~~

13 ~~(b) The landlord serves notice of termination without cause upon~~  
14 ~~the tenant prior to the expiration of the rental agreement: PROVIDED,~~  
15 ~~That under such circumstances, at the expiration of the prior rental~~  
16 ~~agreement the tenant shall be considered a month-to-month tenant upon~~  
17 ~~the same terms as in the prior rental agreement until the tenancy is~~  
18 ~~terminated)).~~

19 (2) A landlord seeking to increase the rent upon expiration of the  
20 term of a rental agreement of any duration shall notify the tenant in  
21 writing three months prior to the effective date of any increase in  
22 rent(~~(: PROVIDED, That if a landlord serves a tenant with notice of a~~  
23 ~~rental increase at the same time or subsequent to serving the tenant~~  
24 ~~with notice of termination without cause, such rental increase shall~~  
25 ~~not become effective until the date the tenant is required to vacate~~  
26 ~~the leased premises pursuant to the notice of termination or three~~  
27 ~~months from the date notice of rental increase is served, whichever is~~  
28 ~~later)).~~

1 (3) A tenant shall notify the landlord in writing one month prior  
2 to the expiration of a rental agreement of an intention not to renew.

3 (4)(a) The tenant may terminate the rental agreement upon thirty  
4 days written notice whenever a change in the location of the tenant's  
5 employment requires a change in his residence, and shall not be liable  
6 for rental following such termination unless after due diligence and  
7 reasonable effort the landlord is not able to rent the mobile home lot  
8 at a fair rental. If the landlord is not able to rent the lot, the  
9 tenant shall remain liable for the rental specified in the rental  
10 agreement until the lot is rented or the original term ends;

11 (b) Any tenant who is a member of the armed forces may terminate a  
12 rental agreement with less than thirty days notice if he receives  
13 reassignment orders which do not allow greater notice.

14 NEW SECTION. **Sec. 11.** Sections 1 through 8 of this act are  
15 each added to chapter 59.20 RCW.

16 NEW SECTION. **Sec. 12.** If any provision of this act or its  
17 application to any person or circumstance is held invalid, the  
18 remainder of the act or the application of the provision to other  
19 persons or circumstances is not affected.